

EROSION AND SEDIMENT CONTROL PERFORMANCE BOND

BOND NUMBER _____

KNOW ALL MEN BY THESE PRESENTS, that we,_____ **as Principal, and** _____ **a corporation duly authorized to conduct business as a Surety in the Commonwealth of Virginia, as Surety, are held and firmly bound unto the County of Rockingham Virginia a political subdivision of the Commonwealth of Virginia, as Obligee, in the sum of** _____ **Dollars (\$** _____ **) in lawful money of the United States, for the payment of which sum, well and truly to be made, we, the Principal and Surety, unconditionally bind ourselves and our heirs, executors, administrators, successors and assigns jointly and severally firmly by these presents:**

WHEREAS, the Principal desires to engage in land disturbing activity on property owned by: _____ **and described as** _____.

AND WHEREAS, the Principal has submitted to the Erosion and Sediment Control Administrator of Rockingham County for approval an Erosion and Sediment Control Plan prepared by _____ **dated** _____ **and submitted to Rockingham County on** _____ **for land disturbing activity on the above described property (the "Plan").**

NOW, THEREFORE, the condition of this obligation is such that if the Erosion and Sediment Control Administrator or his designee approves the Plan, and any revisions to the Plan, and if the Principal within the time specified and in accordance with the Plan and any revisions and in accordance with the County Code, shall faithfully perform each and every conservation activity required by the County Code and specified in the Plan, and any revision thereof, then the above obligations shall terminate in accordance with the terms of this bond. Otherwise, it shall be and remain in full force and effect.

Whenever the Principal shall be declared by the Obligee to have failed to perform the required conservation activities, the Surety, upon demand within five (5) business days of the Obligee, shall promptly pay to the Obligee, the amount of this bond, which shall be used by the Obligee to perform or to arrange for performance of the Principal's obligation.

Any unexpended or unobligated portion of such bond shall be refunded to the Surety by the Obligee at the expiration of sixty (60) days from the successful stabilization and completion of the land disturbing activity. In no event shall the aggregate liability of Surety exceed the amount of this bond.

This bond shall terminate at the expiration of sixty (60) days from the date of receipt of written notice to the Surety from the Erosion and Sediment Control Administrator or his designee of completion of the land disturbing activity; however, such termination shall not discharge Surety from any liability previously accrued pursuant to this bond.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Plan shall in any way affect its obligation on this bond and the Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the plan.

IN WITNESS HEREOF, the Principal and Surety have here unto affixed their names and seals this _____ day of _____ 20__.

PRINCIPAL

Approved as to form:

By: _____

Title: _____

County Attorney

SURETY:

By: _____

RESIDENT VIRGINIA AGENT

ACKNOWLEDGEMENTS FOR PRINCIPAL

State of _____

County/City of _____ to wit:

I, _____ a Notary Public in and for the
County/City and State aforesaid, do certify that
_____ whose name is signed to the foregoing bond,
personally appeared before me in my County/City and State aforesaid and
acknowledged the same to be his act and deed.

My commission expires _____

Given under my hand and seal this _____ day of _____ 20__.

Notary Public

ACKNOWLEDGEMENTS FOR SURETY

State of _____

County/City of _____ **to wit:**

**I, _____ a Notary Public in and for the
County/City and State aforesaid, do certify that
_____ whose name is signed to the foregoing bond,
personally appeared before me in my County/City and State aforesaid and
acknowledged the same to be his act and deed.**

My commission expires _____

Given under my hand and seal this _____ **day of** _____ **20**____.

Notary Public